

*Carmela O Coughlin*

Return to: ~~Gary A. Braun (#599)~~  
~~111 Concord Street~~  
~~Nashua NH 03064~~

GREAT NORTH PROPERTY  
MANAGEMENT  
76 NORTH EASTERN BLVD  
UNIT #2F  
NASHUA, NH 03062

**WRITTEN CONSENT TO AMENDMENT OF  
DECLARATION AND TO BY-LAWS**

The undersigned, being the Owner(s) of the condominium unit(s) described below at Greenwood Condominium, located in Nashua, Hillsborough County, New Hampshire (the "Condominium"), established by Declaration of Greenwood Condominium dated April 29, 1987, as recorded in the Hillsborough County Registry of Deeds (the "Registry") beginning at Book 4112, Page 0238 (the "Declaration"), as amended on January 31, 1991, such amendment being recorded at the Registry beginning at Book 5240, Page 1076; and the By-laws of the Condominium, as recorded in the Registry beginning at Book 4112, Page 0279 (the "By-laws"), hereby agree(s) to amend the Declaration and the By-laws of the Condominium as follows:

1. Amend Article V (d) (1) of the Declaration by striking the existing language of said Article V (d) (1) in its entirety and replacing it with the following language:

“(d) Individual Policies

(1) All Unit Owners shall obtain and shall at all times keep in force, at the Unit Owner's sole expense, a personal casualty loss policy on and for the Unit Owner's unit covering the deductible amount (hereinafter defined as the "Master Policy Deductible") associated with the master casualty policy maintained by the Association pursuant to Article V (a) (1) of this Declaration and any applicable provisions of the By-laws. The casualty policy to be obtained and kept in force by Unit Owners pursuant to this Article V (d) (1) may take the form of an HO6, DP2, DP3 or similar insurance form or binder. The Board of Directors shall have exclusive authority, to be exercised from time to time at the sole discretion of the Board, to establish or modify the amount of the Master Policy Deductible, and to promulgate and enforce policy resolutions or rules associated with said deductible, the processing of insurance claims at the Condominium, the restoration of the Condominium property following a casualty loss, and any other matter related to the procurement, administration or resolution of insurance, insurance claims, or insurance matters affecting the Condominium.

All insurance required of Unit Owners pursuant to Article V of the Declaration or the By-laws shall, to the greatest extent practicable, contain the same waiver of subrogation provision as that set forth above in Article V (c) (2) of the Declaration. No policy obtained by a Unit Owner shall be written so as to decrease the coverage under, or available under, any of the policies obtained by the Association pursuant to Article V of

the Declaration or the By-laws. Each Unit Owner hereby assigns to the Board, to be used for the benefit of the Association, the proceeds of any casualty loss policy maintained or kept by the Unit Owner, such proceeds to be applied and used pursuant to the terms of the Declaration, the By-laws and any rules or policy resolutions promulgated by the Board with respect to the procurement, administration or resolution of insurance, insurance claims, or insurance matters affecting the Condominium.”

2. Amend Article V (d) (2) of the Declaration by striking the existing language of said Article V (d) (2) in its entirety and replacing it with the following language:

“(2) Each Unit Owner for his or her own benefit should also obtain and keep in force at all times, at the Unit Owner’s sole expense, a personal loss policy insuring all contents and personal property presently or hereinafter located in the Unit Owner’s unit or upon the Limited Common Area appurtenant to the Unit Owner’s unit. Such insurance should cover, without limitation, all floor coverings, appliances and all other personal property not being covered by the Association’s master policy, and all improvements to the Unit Owner’s unit having a total value of One Thousand Dollars (\$1,000.00) or more and which are not reported to the Board as required hereby.”

3. Amend Article V (d) (3) of the Declaration by striking the existing language of said Article V (d) (3) in its entirety and replacing it with the following language:

“(3) Prior to the commencement of construction of any improvement(s) having a total value of One Thousand Dollars (\$1,000.00) or more, Unit Owners shall notify the Board of such improvement(s). Upon receipt of such notice, the Board shall notify the current master policy insurer of such improvement(s). The Unit Owner’s obligation to report improvement(s) to the Board pursuant to Article V (d) (3) of the Declaration shall not apply to personal property acquired by the Unit Owner and kept in or upon the unit or the Limited Common Area appurtenant to the unit, except with respect to appliances having a total value of One Thousand Dollars (\$1,000.00) or more which shall be reported to the Board as set forth in this Article V (d) (3).”

4. Amend Article V (d) (4) of the Declaration by striking the existing language of said Article V (d) (4) in its entirety.

5. Amend Article V (d) (5) of the Declaration by re-designating such provision as Article V (d) (4) of the Declaration. Notwithstanding such amendment via change in the designation of said provision, no amendment is made to the existing, substantive language of the provision.

6. Amend the preamble language of Article VIII (3) of the By-laws by striking the existing preamble language of said Article VIII (3) in its entirety and replacing it with the following language:

“3. Individual Policies. All Unit Owners shall obtain and shall at all times keep in force, at the Unit Owner’s sole expense, a personal casualty loss policy on and for the Unit Owner’s unit covering the deductible amount (hereinafter defined as the “Master

Policy Deductible”) associated with the master casualty policy maintained by the Association pursuant to Article V (a) (1) of this Declaration and any applicable provisions of the By-laws. The casualty policy to be obtained and kept in force by Unit Owners pursuant to this Article VIII (3) or the provisions of the Declaration may take the form of an HO6, DP2, DP3 or similar insurance form or binder. The Board of Directors shall have exclusive authority, to be exercised from time to time at the sole discretion of the Board, to establish or modify the amount of the Master Policy Deductible, and to promulgate and enforce policy resolutions or rules associated with said deductible, the processing of insurance claims at the Condominium, the restoration of the Condominium property following a casualty loss, and any other matter related to the procurement, administration or resolution of insurance, insurance claims, or insurance matters affecting the Condominium.”

7. Amend Article VIII (3) (b) of the By-laws by striking the existing language of said Article VIII (3) (b) in its entirety and replacing it with the following language:

“(b) Each Unit Owner for his or her own benefit should also obtain and keep in force at all times, at the Unit Owner’s sole expense, a personal loss policy insuring all contents and personal property presently or hereinafter located in the Unit Owner’s unit or upon the Limited Common Area appurtenant to the Unit Owner’s unit. Such insurance should cover, without limitation, all floor coverings, appliances and all other personal property not being covered by the Association’s master policy, and all improvements to the Unit Owner’s unit having a total value of One Thousand Dollars (\$1,000.00) or more and which are not reported to the Board as required hereby.”

8. Amend Article VIII (3) (c) of the By-laws by striking the existing language of said Article VIII (3) (c) in its entirety and replacing it with the following language:

“(c) Prior to the commencement of construction of any improvement(s) having a total value of One Thousand Dollars (\$1,000.00) or more, Unit Owners shall notify the Board of such improvement(s). Upon receipt of such notice, the Board shall notify the current master policy insurer of such improvement(s). The Unit Owner’s obligation to report improvement(s) to the Board pursuant to these By-laws and Article V (d) (3) of the Declaration shall not apply to personal property acquired by the Unit Owner and kept in or upon the unit or the Limited Common Area appurtenant to the unit, except with respect to appliances having a total value of One Thousand Dollars (\$1,000.00) or more which shall be reported to the Board as set forth in Article V (d) (3) of the Declaration.”

9. Amend Article IX (2) (b) of the By-laws by striking the existing language thereof in its entirety and replacing it with following language:

“(b) If the net proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments in sufficient amounts to provide payment of such costs shall be made against the Owners whose Units, and/or associated Limited Common Area or Common Area, are subject to reconstruction or repair, in proportion to the cost of the repairs or reconstruction

attributable to each such Unit and/or associated Limited Common Area or Common Area.”

10. Amend Article XV (1) of the By-laws by adding the following section at the end of the existing language of said Article XV (1) and designating such section as Article XV (1) (g):

“(g) Acceleration of Assessment Installments. In any case where an assessment against an Owner is payable in installments, upon a default by such Owner for any installment which continues in default for more than ten (10) days, the Board of Directors may accelerate the maturity of the remaining assessments and the then remaining balance may be declared to be immediately due and payable from the Owner. Monthly assessments of Common Expenses, as well as periodic assessments or periodic payments of any special assessments, are deemed to be installment payments hereunder. The Board may file a memorandum of condominium lien against the Unit and initiate legal action against the Owner for all remaining assessment installments due for any given annual period and/or for any type of special assessment which has been accelerated in accordance with this provision.”

Executed this March 23, 2010 by the persons signing below.

Unit No (s): BLDG 4 - UNIT 5  
For Roger & Toni Dooling  
4-05 OWNER: GILBERT D. FORTIER  
PROXY: JOSEPH WOOD

Joseph Wood  
Signature  
JOSEPH W. WOOD  
Print Name (including company or business name if applicable)  
~~Joseph Wood~~  
Signature

Print Name (including company or business name if applicable)

Unit No (s): Bldg 4 - Unit 4  
4-04 MARY M. BILUNAS

Mary M. Bilunas  
Signature  
Mary M. Bilunas  
Print Name (including company or business name if applicable)

Signature

Print Name (including company or business name if applicable)

Unit No (s): Bldg 3 Unit 9  
3-09 ANTHONY R. DAMALO

Anthony R. Damalo  
Signature  
Anthony R. DAMALO  
Print Name (including company or business name if applicable)

Signature

Print Name (including company or business name if applicable)